

Case 6:09-bk-21395-MJ Doc 120 Filed 11/16/09 Entered 11/16/09 16:53:07 Desc Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number Franklin C. Adams 85351 Dennis G. Bezanson 63878 Joseph M. Welch 259308 BEST BEST & KRIEGER LLP 3750 University Ave.; Suite 400 Riverside, CA 92501 Telephone: (951) 686-1450 / Facsimile: (951) 686-3083 Attorneys for ROBERT MANUFACTURING COMPANY		Main Document Page 1 of 3 FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA		
In re: ROBERT MANUFACTURING COMPANY Debtor(s).		CASE NO.: 6:09-bk-21395-MJ

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: December 16, 2009	Time: 1:30 p.m.
Location: United States Bankruptcy Court, 3420 12th Street, Riverside, CA 92502, Courtroom #302, 3rd Floor	

Type of Sale: ☒ Public ☐ Private

Last date to file objections:
December 2, 2009

Description of Property to be Sold: Real and personal property generally described as 10677 Jersey Boulevard, Rancho Cucamonga, California 91730 with all improvements and appurtenances thereto and all inventory, tangible personal property, intellectual property and general intangibles, excluding inter alia accounts receivables and cash on deposit, all as more particularly described in the "Purchase and Sale Agreement" attached to Debtor's motion as Exhibit "A."

Terms and Conditions of Sale: The sale is to be "AS IS" "WHERE IS" AND "WITH ALL FAULTS" and without representation or warranty by the Debtor that is both (1) free and clear of all liens, claims and encumbrances (pursuant to 11 U.S.C. § 363(b), (f) and (m)) and (2) subject to overbid procedures established by the Court. For additional information see attached "Overbid Procedures."

Proposed Sale Price: \$4,300,000

Overbid Procedure (If Any): See Attached

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e:mail address):

Mr. Franklin C. Adams
Best Best & Krieger LLP
3750 University Avenue, Suite 400
Riverside, CA 92502
Telephone: (951) 686-1450 / Facsimile: (951) 686-3083

Date: November 16, 2009

Notice of Sale of Estate Property

In Re:

Case Number:

Robert Manufacturing Co.

6:09-bk-21395-MJ

ATTACHMENT TO NOTICE OF SALE OF ESTATE PROPERTY. (SEE THE ASSET PURCHASE AGREEMENT FOR THE LIST OF ITEMS BEING SOLD AND EXCLUSIONS THERETO.)

OVERBID PROCEDURES:

- A. Purchase Price. The offer to purchase now pending approval by the Court seeks to sell the Assets, including the Property as defined in this Purchase and Sale Agreement (the "Agreement"), for the Closing Consideration of Four Million Three Hundred Thousand Dollars (\$4,300,000.00) of cash (the "Purchase Price") and the assumption of the liabilities as set forth in the Agreement
- B. Sale Structure. The Debtor will offer for sale all of the Assets, including the Property, subject to auction bidding at the time of the Sale Hearing. Auction bidding will be held in open court at the Sale Hearing and shall be subject to the Court's approval of the results of such auction and/or supplemental rulings at the Sale Hearing; and/or modification of terms of sale by the Court.
- C. Overbid Deposit. Any party wishing to bid at the Sale Hearing shall deposit a certified check made payable to "Best Best & Krieger LLP Client Trust Account" in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Overbid Deposit") and the Bidder's Confirmation described in paragraph G, below, with the Counsel for the Debtor, a minimum of two (2) business days prior to the Sale Hearing. Any party failing to comply with this provision shall be barred from participating in the auction. The Bid Deposit and Confirmation shall be delivered to:
- Mr. Franklin C. Adams
Best Best & Krieger LLP
3750 University Avenue, Suite 400
Riverside, CA 92502
- D. Minimum Overbid Amount and Minimum Incremental Bid Amount. The Court shall establish the "Minimum Overbid Amount" which shall, in no event be less than Four Million Four Hundred Thousand Dollars (\$4,400,000.00). The "Minimum Incremental Bid Amount" for each sale alternative shall be Ten Thousand Dollars (\$10,000.00) per bid.
- E. Break Up Fee and Reimbursement of Expenses. In the event the successful bidder for the Property is other than Hayden Products, LLC or its designee("Hayden"), and Hayden is not otherwise in breach of any of its obligations under the Agreement, Hayden shall provide proof of the expenses incurred to conduct the Phase II environmental site assessment and a copy of the Phase II report, together with written consent to use such report, to Debtor. Upon receipt of such items within seven (7) business days of the Closing to a party other than Hayden, Debtor shall return Hayden's deposits and pay to Hayden a break up fee in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (the "Break Up Fee") and a reimburse to Hayden expenses to conduct the Phase II analysis of up to Twenty-Five Thousand Dollars (\$25,000.00) (the "Reimbursement Expense"). Such Break Up Fee and Reimbursement Expense shall constitute an administrative expense under Sections 503(b) and 507(a)(2) of the Bankruptcy Code and shall be payable in accordance with the provisions of this Agreement without further order of the Bankruptcy Court;
- F. Discretion to Accept Bids in the Best Interest of the Estate. Debtor shall review each of the bids received under the sale alternatives provided in paragraph B, above, and shall select the bid, or combination of bids for the Assets and/or the Property, which is in most beneficial to the bankruptcy

estate ("Estate"), to be approved by the Court. At the Sale Hearing, the Court shall approve the successful bidder and shall make a final determination of the Closing Consideration to be paid by the successful bidder or bidders, which Closing Consideration shall include the assumption of certain liabilities as set forth in the Agreement and cash (the "Final Closing Consideration")

G. Due Diligence. Each potential bidder may conduct due diligence on the Assets and the Property prior to the Sale Hearing. All due diligence must be concluded and each party wishing to bid at the Sale Hearing shall execute and deliver to the Debtor's Counsel a written statement advising Debtor's Counsel and the Court that (1) such potential bidder has conducted all the diligence such potential bidder desires to conduct and has approved the same, (2) such potential bidder agrees to purchase the Assets on the same terms and conditions provided in the Agreement (subject to any variations to the Agreement that may be required by the Court or permitted by the Seller in its reasonable judgment), (3) such potential bidder acknowledges and agrees that the sale of the Assets and Property is made on an "AS IS" "WHERE IS" basis with no representations or warranties of any kind, expressed or implied, and (4) such potential bidder agrees to be bound by the Final Closing Consideration as set by the Court and has the ability to pay such Final Closing Consideration, together with evidence satisfactory to Seller of an ability to pay the final purchase price following the Sale Hearing ("Bidder Confirmation"). The Bidder's Confirmation must be delivered together with the Overbid Deposit in accordance with the provisions of paragraph C, above.

H. Objections. The Court shall set dates for objections to the Sale Motion, any reply thereto, the Sale Hearing, and any other dates, such dates as are consistent with the deadline for Closing set forth in the Agreement;

I. Consistency with Local Rules. The Court shall make a good faith finding under Section 363(m) of the Bankruptcy Code that the above procedures are consistent with the local rules and guidelines; and

J. Additional Procedures. The Court shall establish such other procedures as may be necessary or desirable for the orderly administration of the Estate, including without limitation, any procedures posted by the Court.

Attorney for the Debtor:

Franklin C. Adams, Attorney
Best Best & Krieger, LLP
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(951) 686-1450